

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOAL	Page 1 of 79
2. Contract No.		3. Solicitation No. W58RGZ-04-R-0939		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004SEP24	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-SA-K REDSTONE ARSENAL AL 35898-5280			Code W58RGZ	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2004OCT01 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JAMES R. GANOE E-mail address: JGANOE@REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)955-8114
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.		
(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:		
(1) Furnished as an attachment to its offer; or		
(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;		
(3) Furnished upon receipt of a specific request for the information from the contracting officer.		
(End of Clause)		

A-2 52.233-4000 AMC-LEVEL PROTEST PROGRAM OCT/1996

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http:(insert 2 forward slashes)www.amc.army.mil/amc/command_counsel/protest/protest.html
(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Draft Request for Proposal (DRFP) W58RGZ-04-R-0939
U.S. Army Armed Reconnaissance Aircraft (ARH)
Executive Summary

1. This draft solicitation W58RGZ-04-R-0939, issued by the U.S. Army Aviation and Missile Command (AMCOM), is for the purpose of obtaining industry review and comment on the solicitation and requirements documents to be utilized in the conduct of a full and open competitive procurement to provide for the modernization/ modification of an existing helicopter platform to fulfill the U.S. Army's Armed Reconnaissance Helicopter (ARH) requirements. Proposals are not solicited and shall not be submitted in response to this DRFP. THE GOVERNMENT DOES NOT INTEND TO AWARD A CONTRACT ON THE BASIS OF THIS DRFP OR TO OTHERWISE PAY FOR THE INFORMATION SOLICITED.
2. Program Objectives. The U.S. Army seeks to acquire and field an ARH that will utilize Non-Developmental Item (NDI) aircraft and associated support equipment to conduct armed reconnaissance to fight for actionable combat information to enable joint/combined air-ground maneuver execution of mobile strike, close combat, and vertical maneuver operations across the full spectrum of military operations. The ARH will provide precision capability through lethal organic fires, dynamic employment of joint networked fires, and

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Name of Offeror or Contractor:

responsive target acquisition/identification for full spectrum, day and night operations; be rapidly deployable for global employment against a distributive, highly adaptive threat on an asymmetrical battlefield employing conventional and unconventional methods; enable the air-ground maneuver commander to 'see-understand-act first' with a warfighter-in-the-loop to provide proactive decision making, assure critical reaction time and maneuver space, and set the conditions for the joint/combined air-ground maneuver team to 'finish decisively'.

3. Basis for Award. A best value approach will be used in the source selection which will be conducted using formal source selection procedures. The Government anticipates that the contract award will include an initial Cost Plus Incentive Fee effort for a System Development and Demonstration (SDD) phase with Firm Fixed Price Options for the first two lots of Low Rate Initial Production (LRIP) and Engineering Services. Not to Exceed Fixed Priced Options are anticipated for all remaining Production Options as well as Interim Logistics Support.

4. The principles of acquisition streamlining are being utilized for the ARH program. Performance specifications are being used, and military specifications and standards have been eliminated to the maximum extent practical. The offerors are expected to use Best Commercial Practices and industry standards. Use of contractor format for data items will be allowed wherever possible.

5. Full contract performance under the ARH contract will require the prime contractor to have a U.S. issued SECRET facility clearance and be able to receive, generate, and store up to SECRET classified material and to provide personnel with U.S. issued SECRET security clearances. Performance of this contract will also require COMSEC account.

6. CLIN 0001, SDD, will be funded with FY05-08 RDTE funds. The Government's planned funding for the FY05 increment, \$17,000,000 is provided for planning purposes only. The Offeror shall consider the Government's planned funding for FY05 when it proposes its best value approach for the SDD IAW the solicitation.

7. The Contract Line Item Number (CLIN) structure in Section B is as follows:

<u>CLIN</u>	<u>SUBCLIN</u>	<u>TITLE</u>	<u>Contract Type</u>
0001		SDD	CPIF
	0001AA	Incremental \$ (FY05)	
	0001AB	Incremental \$ (FY06)	
	0001AC	Incremental \$ (FY07)	
	0001AD	Incremental \$ (FY08)	
0002		DATA (Not Separately Priced)	
0003		Integration Aircraft Manuals, Ancillary/Peculiar Equipment and Operator Training	FFP
	0003AA	Operator and Maintenance Manuals	
	0003AB	Ancillary/Peculiar Ground Support Equipment (GSE)	
	0003AC	Operator Training	
0004		OPTION - LRIP LOT I	FFP
	0004AA	LRIP Aircraft: Quantity Ranges: 1-6 each 7-12 each	
	0004AB	1-3 ea, Simulator with Simulator Operator/Maintenance Manuals	
	0004AC	LOT, Training Device Suite with Operator/Maintenance Manuals	
	0004AD	FY06 NTE Option LRIP LOT I Fielding Spares/ASL/PLL Quantity Ranges: 1-6 each 7-12 each	
	0004AE	FY06 NTE Option LRIP LOT I Fielding Spares for Training Devices Quantity Ranges: 1-6 each 7-12 each	
0005		OPTION - LRIP LOT II	FFP
	0005AA	LRIP Aircraft: Quantity Ranges: 1-24 each 25-36 each 37-48 each	
	0005AB	1-3 ea, Simulators with Simulator	

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Name of Offeror or Contractor:		PIIN/SIIN W58RGZ-04-R-0939	MOD/AMD
		Operator/Maintenance Manuals	
	0005AC	LOT, Training Device Suite with	
		Operator/Maintenance Manuals	
	0005AD	FY07 NTE Option LRIP LOT II Fielding Spares/ASL/PLL	
		Quantity Ranges: 1-24 each	
		25-36 each	
		37-48 each	
	0005AE	FY07 NTE Option LRIP LOT II Fielding Spares	
		for Training Devices	
		Quantity Ranges: 1-24 each	
		25-36 each	
		37-48 each	
0006		NTE OPTION - Production LOT I	FFP
	0006AA	Production Aircraft:	
		Quantity Ranges: 1-24 each	
		25-48 each	
		49-60 each	
	0006AB	1-3 ea, Simulators with Simulator	
		Operator/Maintenance Manuals	
	0006AC	LOT, Training Device Suite with	
		Operator/Maintenance Manuals	
	0006AD	FY08 NTE Option FRP LOT I Fielding Spares/ASL/PLL	
		Quantity Ranges: 1-24 each	
		25-48 each	
		49-60 each	
	0006AE	FY08 NTE Option FRP LOT I Fielding Spares	
		for Training Devices	
		Quantity Ranges: 1-24 each	
		25-48 each	
		49-60 each	
0007		DATA (Not Separately Priced)	
0008		NTE OPTION - Production LOT II	FFP
	0008AA	Production Aircraft:	
		Quantity Ranges: 1-48 each	
		49-72 each	
		73-96 each	
	0008AB	1-3 ea, Simulators with Simulator	
		Operator/Maintenance Manuals	
	0008AC	LOT, Training Device Suite with	
		Operator/Maintenance Manuals	
	0008AD	FY09 NTE Option FRP LOT II Fielding Spares/ASL/PLL	
		Quantity Ranges: 1-48 each	
		49-72 each	
		73-96 each	
	0008AE	FY09 NTE Option FRP LOT II Fielding Spares	
		for Training Devices	
		Quantity Ranges: 1-48 each	
		49-72 each	
		73-96 each	
0009		DATA (Not Separately Priced)	
0010		NTE OPTION - Production LOT III	FFP
	0010AA	Production Aircraft:	
		Quantity Ranges: 1-48 each	
		49-72 each	
		73-96 each	
	0010AB	1-3 ea, Simulators with Simulator	
		Operator/Maintenance Manuals	
	0010AC	LOT, Training Device Suite with	
		Operator/Maintenance Manuals	
	0010AD	FY10 NTE Option FRP LOT III Fielding Spares/ASL/PLL	

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Quantity Ranges: 1-48 each
49-72 each
73-96 each

0010AE FY10 NTE Option FRP LOT III Fielding Spares
Quantity Ranges: 1-48 each
49-72 each
73-96 each

0011 DATA (Not Separately Priced)

0012 NTE OPTION - Production LOT IV FFP
0012AA Production Aircraft:
Quantity Ranges: 1-48 each
49-72 each
73-96 each
0012AB 1-3 ea, Simulators with Simulator
Operator/Maintenance Manuals
0012AC LOT, Training Device Suite with
Operator/Maintenance Manuals
0012AD FY11 NTE Option FRP LOT IV Fielding Spares/ASL/PLL
Quantity Ranges: 1-48 each
49-72 each
73-96 each
0012AE FY11 NTE Option FRP LOT IV Fielding Spares
for Training Devices
Quantity Ranges: 1-48 each
49-72 each
73-96 each

0013 DATA (Not Separately Priced)

0014 Engineering Services T&M
0014AA FY06 Engineering Services
0014AB FY07 Engineering Services
0014AC FY08 Engineering Services
0014AD FY09 Engineering Services
0014AE FY10 Engineering Services
0014AF FY11 Engineering Services

0015 NTE ICS CPIF
0015AA FY06 NTE ICS
0015AB FY07 NTE ICS
0015AC FY08 NTE ICS
0015AD FY09 NTE ICS
0015AE FY10 NTE ICS
0015AF FY11 NTE ICS

0016 Depot Facilitization (placeholder) TBD

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CPIF SYSTEM DEV AND DEMO (SDD)</u></p> <p>NOUN: SYSTEM DEV AND DEMO SECURITY CLASS: Unclassified</p> <p>Offeror shall provide the effort described in SDD Statement of Work as contained in Attachment 001 to the RFP.</p> <p>IAW Section I.121, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SDD:</p> <p>Target Cost: \$ Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 70%/Ktr 30% Cost Incentive (Overrun): Govt 70%/Ktr 30%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>The period of performance for CLIN 0001 (SDD) is from the date of contract award through 30 September 2008.</p> <p>*See Section H-6 'Incentive Fee Structure and Payment for CLIN 0001, System Development and Demonstration (SDD)'</p> <p>(End of narrative B001)</p> <p>FOB: DESTINATION</p> <p>(End of narrative E001)</p>				
0001AA	<p><u>FY 05 - CPIF SDD INCREMENTAL FUNDING</u></p> <p>NOUN: INCREMENTAL \$ FY 05 - SDD ARH</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-DEC-2005 The performance completion date above represents the end of the estimated period for expenditure of this funding increment. *SEE SECTION H-4 'CLIN 0001 - INCREMENTAL FUNDING PROFILE' <div style="text-align: center;">(End of narrative F001)</div>				
	<u>FY 06 - CPIF SDD INCREMENTAL FUNDING</u> NOUN: INCREMENTAL \$ FY 06 - SDD ARH <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-DEC-2006 The performance completion date above represents the end of the estimated period for expenditure of this funding increment. *SEE SECTION H-4 'CLIN 0001 - INCREMENTAL FUNDING PROFILE' <div style="text-align: center;">(End of narrative F001)</div>				\$ _____
0001AC	<u>FY 07 - CPIF SDD INCREMENTAL FUNDING</u>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT							
0001AD	<p>NOUN: INCREMENTAL \$ FY 07 - SDD ARH</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>The performance completion date above represents the end of the estimated period for expenditure of this funding increment.</p> <p>* SEE SECTION H-4 'CLIN 0001 - INCREMENTAL FUNDING PROFILE'</p> <p>(End of narrative F001)</p>											
	<p><u>FY 08 - CPIF SDD INCREMENTAL FUNDING</u></p> <p>NOUN: INCREMENTAL \$ FY 08 - SDD ARH</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>31-DEC-2008</td></tr></table> <p>The performance completion date above represents the end of the estimated period for expenditure of this funding increment.</p> <p>* SEE SECTION H-4 'CLIN 0001 - INCREMENTAL FUNDING PROFILE'</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2008		
DLVR SCH		PERF COMPL										
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>										
001	0	31-DEC-2008										

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>CPIF SDD DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The offeror shall provide CDRLs for SDD in accordance with Exhibit A to the RFP.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p style="text-align: center;">(End of narrative E001)</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
0003	<p><u>INTEGRATION AIRCRAFT SUPPORT</u></p> <p>NOUN: INTEGRATION AIRCRAFT SUPPORT SECURITY CLASS: Unclassified</p> <p>NOUN: INTEGRATION AIRCRAFT MANUALS, ANCILLARY/PECULIAR EQUIPMENT AND OPERATOR TRAINING</p> <p style="text-align: center;">(End of narrative C001)</p>				
0003AA	<p><u>FFP-OPERATOR AND MAINTENANCE MANUALS</u></p> <p>NOUN: OPERATOR/MAINTENANCE MANUALS</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA	\$ <u> </u>	\$ <u> </u>

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>FOB POINT: Origin</p> <p>Performance Completion Date: 30 Days After Contract Award (DACA)</p> <p>(End of narrative F001)</p> <p><u>ANCILLARY/PECULIAR GROUND SPT EQUIP (GSE)</u></p> <p>NOUN: ANCILLARY/PECULIAR GSE</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>Performance Completion Date: 30 Days After Contract Award (DACA)</p> <p>(End of narrative F001)</p>		EA	\$ _____	\$ _____
0003AC	<p><u>FFP-OPERATOR TRAINING</u></p> <p>NOUN: OPERATOR TRAINING</p> <p>Contractor shall provide transition and/or Differences Operator Training for up to six (6) Army Experimental Pilots</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Performance completion date: 15 days prior to Limited User Test (LUT)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0004	<p>FFP OPTION - LRIP LOT 1</p> <p>SECURITY CLASS: Unclassified</p>												
0004AA	<p>FFP OPTION - LRIP LOT I</p> <p>NOUN: LRIP LOT I AIRCRAFT</p> <table><tr><th colspan="3">RANGE QUANTITIES</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>6</td><td>\$</td></tr><tr><td>7</td><td>12</td><td>\$</td></tr></table> <p>* SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2005 OCTOBER 01 THRU 2006 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>	RANGE QUANTITIES			FROM	TO	UNIT PRICE	1	6	\$	7	12	\$
RANGE QUANTITIES													
FROM	TO	UNIT PRICE											
1	6	\$											
7	12	\$											

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR__ SIG_CD MARK FOR TP_CD 001 FOB POINT: Origin																
0005	<u>FFP OPTION - LRIP LOT II</u> SECURITY CLASS: Unclassified																
0005AA	<u>FFP OPTION - LRIP LOT II</u> NOUN: LRIP AIRCRAFT <div><u>RANGE QUANTITIES</u><table><tr><td>FROM</td><td>TO</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>24</td><td>\$</td></tr><tr><td>25</td><td>36</td><td>\$</td></tr><tr><td>37</td><td>48</td><td>\$</td></tr></table></div> <div>*SEE SECTION H-3 OPTIONS, Paragraph (b)</div> <div>OPTION EXERCISE PERIOD: 2006 OCTOBER 01 THRU 2007 SEPTEMBER 30 (End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR__ SIG_CD MARK FOR TP_CD 001 FOB POINT: Origin	FROM	TO	UNIT PRICE	1	24	\$	25	36	\$	37	48	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE															
1	24	\$															
25	36	\$															
37	48	\$															
0005AB	<u>FFP OPTION - SIMULATORS W/OPER &MAIN MANUALS</u>		EA	\$ _____	\$ _____												

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	NOUN: SIMULATOR W/MAIN&OPER MANUALS Nomenclature: 1-3 ea, Simulators with Simulator Operator/Maintenance Manuals (End of narrative B001) OPTION EXERCISE PERIOD: 2006 OCTOBER 01 THRU 2007 SEPTEMBER 30 (End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	FOB POINT: Origin				
	FFP OPTION TNG DEVICE SUITES W/ MANUALS				
	NOUN: LOT, TNG DEVICE SUITE Nomenclature: LOT, Training Device Suite with Operator/Maintenance Manuals OPTION EXERCISE PERIOD: 2006 OCTOBER 01 THRU 2007 SEPTEMBER 30 (End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	FOB POINT: Origin				
			LO	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0005AD	<p><u>FY07 NTE OPTION-LRIP LOT II FIELDING SPARES</u></p> <p>NOUN: FY07 LRIP LOT II - FFP</p> <p><u>RANGE QUANTITIES</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>24</td><td>\$</td></tr><tr><td>25</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>60</td><td>\$</td></tr></table> <p>*SEE SECTION H-3 OPTIONS, Paragraph (9b)</p> <p>OPTION EXERCISE PERIOD: 2006 OCTOBER 01 THRU 2007 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p>Nomenclature: NTE OPTION - Fielding Spares/ASL/PLL, FY07 LRIP LOT II</p> <p>IAW Production SOW, Attachment 013, Section 3.12</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	24	\$	25	48	\$	49	60	\$
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>											
1	24	\$											
25	48	\$											
49	60	\$											

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2006 OCTOBER 01 THRU 2007 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p>Nomenclature: NTE OPTION - Fielding Spares for Training Devvices, FY07 LRIP LOT II</p> <p>IAW Production SOW, Attachment 013, Section 3.4</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0939 MOD/AMD	Page 18 of 79
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Origin				
0006AB	<u>NTE FFP OPTION SIMULATORS W/ MANUALS</u> NOUN: SIMULATOR W/MAIN&OPER MANUALS Nomenclature: 1-3 ea, Simulators with Simulator Operator/Maintenance Manuals (End of narrative B001) OPTION EXERCISE PERIOD: 2007 OCTOBER 01 THRU 2008 SEPTEMBER 30 (End of narrative B002) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Origin		EA	\$ _____	\$ _____
0006AC	<u>FFP OPTION TNG DEVICE SUITE W/ MANUALS</u> NOUN: LOT, TRAINING DEVICE SUITE Nomenclature: LOT, Training Device Suite with Operator/Maintenance Manuals OPTION EXERCISE PERIOD: 2007 OCTOBER 01 THRU 2008 SEPTEMBER 30		LO	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0006AE	<p>FOB POINT: Origin</p> <p><u>FY08 NTE OPTION-FRP LOT I FIELDING SPARES</u></p> <p>NOUN: FY08 FRP LOT I - FFP</p> <p><u>RANGE QUANTITIES</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>24</td><td>\$</td></tr><tr><td>25</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>60</td><td>\$</td></tr></table> <p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2007 OCTOBER 01 THRU 2008 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p>Nomenclature: NTE OPTION - Fielding Spares for Training Devvices, FY08 FRP LOT I</p> <p>IAW Production SOW, Attachment 013, Section 3.4</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	24	\$	25	48	\$	49	60	\$
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>											
1	24	\$											
25	48	\$											
49	60	\$											

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative E001)</p>															
0008	<p><u>NTE FRP OPTION - PRODUCTION LOT 11</u></p> <p>SECURITY CLASS: Unclassified</p>															
0008AA	<p><u>NTE FRP OPTION - PRODUCTION LOT II</u></p> <p>NOUN: PRODUCTION AIRCRAFT - LOT II</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>72</td><td>\$</td></tr><tr><td>73</td><td>96</td><td>\$</td></tr></table> <p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2008 OCTOBER 01 THRU 2009 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	48	\$	49	72	\$	73	96	\$	EA	\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>														
1	48	\$														
49	72	\$														
73	96	\$														
0008AB	<p><u>NTE FRP OPTION SIMULATORS W/ MANUALS</u></p> <p>NOUN: SIMULATOR W/MAIN&OPER MANUALS</p>		EA	\$ _____	\$ _____											

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Nomenclature: 1-3 ea, Simulators with Simulator Operator/Maintenance Manuals</p> <p>OPTION EXERCISE PERIOD: 2008 OCTOBER 01 THRU 2009 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>				
0008AC	<p><u>FFP OPTION TNG DEVICE SUITE W/ MANUALS</u></p> <p>NOUN: LOT, TRAINING DEVICE SUITE</p> <p>Nomenclature: LOT, Training Device Suite with Operator/Maintenance Manuals</p> <p>OPTION EXERCISE PERIOD: 2008 OCTOBER 01 THRU 2009 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>		LO	\$ _____	\$ _____
0008AD	<p><u>FY09 NTE OPTION-FFP LOT II FIELDING SPARES</u></p> <p>NOUN: FY09 FRP LOT II</p>		EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0008AE	<div><div><div>RANGE QUANTITIES</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>72</td><td>\$</td></tr><tr><td>73</td><td>96</td><td>\$</td></tr></table></div><div><div>*SEE SECTION H-3 OPTIONS, Paragraph (b)</div><div>OPTION EXERCISE PERIOD: 2008 OCTOBER 01 THRU 2009 SEPTEMBER 30</div><div>(End of narrative B001)</div><div>Nomenclature: NTE OPTION - Fielding Spares/ASL/PLL, FY09 FRP LOT II</div><div>IAW Production SOW, Attachment 013, Section 3.12</div><div>(End of narrative C001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance DOC </div></div></div>	FROM	TO	UNIT PRICE	1	48	\$	49	72	\$	73	96	\$
	FROM	TO	UNIT PRICE										
	1	48	\$										
	49	72	\$										
	73	96	\$										

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p>Nomenclature: NTE OPTION - Fielding Spares for Training Devvices, FY09 FRP LOT II</p> <p>IAW Production SOW, Attachment 013, Section 3.4</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK_FOR</u> <u>TP_CD</u> 001</p> <p>FOB POINT: Origin</p> <p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The offeror shall provide CDRLs IAW Exhibit A to the RFP.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative E001)</p>			\$ ** NSP **	\$ ** NSP **
0010	<p><u>NTE FFP OPTION - PRODUCTION LOT III</u></p> <p>SECURITY CLASS: Unclassified</p>				
0010AA	<p><u>NTE FFP OPTION - PRODUCTION LOT III</u></p> <p>NOUN: PRODUCTION AIRCRAFT - LOT III</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0010AB	<div>Range Quantities</div> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>72</td><td>\$</td></tr><tr><td>73</td><td>96</td><td>\$</td></tr></table> <div>*SEE SECTION H-3 OPTIONS, Paragraph (b)</div> <div>OPTION EXERCISE PERIOD: 2009 OCTOBER 01 THRU 2010 SEPTEMBER 30</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL <table><tr><th>REL CD</th><th>MILSTRIP</th><th>ADDR</th><th>SIG CD</th><th>MARK FOR</th><th>TP CD</th></tr><tr><td>001</td><td></td><td></td><td></td><td></td><td></td></tr></table>FOB POINT: Origin</div>	FROM	TO	UNIT PRICE	1	48	\$	49	72	\$	73	96	\$	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001									
	FROM	TO	UNIT PRICE																										
	1	48	\$																										
	49	72	\$																										
	73	96	\$																										
	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																							
	001																												
	<div>NTE FFP OPTION SIMULATORS W/ MANUALS</div>		EA	\$ _____	\$ _____																								
	<div>NOUN: SIMULATOR W/MAIN&OPER MANUALS</div>																												
	<div>Nomenclature: 1-3 ea, Simulators with Simulator Maintenance/Operator Manuals</div>																												
	<div>OPTION EXERCISE PERIOD: 2009 OCTOBER 01 THRU 2010 SEPTEMBER 30</div>																												
	<div>(End of narrative B001)</div>																												
	<div>Packaging and Marking</div>																												
	<div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div>																												
	<div>Deliveries or Performance DOC SUPPL <table><tr><th>REL CD</th><th>MILSTRIP</th><th>ADDR</th><th>SIG CD</th><th>MARK FOR</th><th>TP CD</th></tr><tr><td>001</td><td></td><td></td><td></td><td></td><td></td></tr></table>FOB POINT: Origin</div>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001																					
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001																													

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0010AC	<p><u>FFP OPTION TNG DEVICE SUITE W/ MANUALS</u></p> <p>NOUN: LOT, TRAINING DEVICE SUITE</p> <p>Nomenclature: LOT, Training Device Suite with Operator/Maintenance Manuals</p> <p>OPTION EXERCISE PERIOD: 2009 OCTOBER 01 THRU 2010 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>		LO	\$ _____	\$ _____												
0010AD	<p><u>FY10 NTE OPTION-FRP LOT III FIELDING SPARES</u></p> <p>NOUN: FY10 FRP LOT III - FFP</p> <p><u>RANGE QUANTITIES</u></p> <table><tr><td>FROM</td><td>TO</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>72</td><td>\$</td></tr><tr><td>73</td><td>96</td><td>\$</td></tr></table> <p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2009 OCTOBER 01 THRU 2010 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p>Nomenclature: NTE OPTION - Fielding Spares/ASL/PLL, FY10 FRP LOT III</p> <p>IAW Production SOW, Attachment 013, Section 3.12</p> <p>(End of narrative C001)</p>	FROM	TO	UNIT PRICE	1	48	\$	49	72	\$	73	96	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE															
1	48	\$															
49	72	\$															
73	96	\$															

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																										
0011	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The offeror shall provide CDRLs IAW Exhibit A to the RFP.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative E001)</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>																										
0012	<p><u>NTE FFP OPTION - PRODUCTION LOT IV</u></p> <p>SECURITY CLASS: Unclassified</p>																														
0012AA	<p><u>NTE FFP OPTION - PRODUCTION LOT IV</u></p> <p>NOUN: PRODUCTION AIRCRAFT - LOT IV</p> <table><tr><th colspan="3"><u>RANGE QUANTITIES</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>48</td><td>\$</td></tr><tr><td>49</td><td>72</td><td>\$</td></tr><tr><td>73</td><td>96</td><td>\$</td></tr></table> <p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2010 OCTOBER 01 THRU 2011 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table><tr><td><u>REL_CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG_CD</u></td><td><u>MARK FOR</u></td><td><u>TP_CD</u></td></tr><tr><td>001</td><td></td><td></td><td></td><td></td><td></td></tr></table>	<u>RANGE QUANTITIES</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	48	\$	49	72	\$	73	96	\$	<u>REL_CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG_CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>	001						EA	\$ _____	\$ _____
<u>RANGE QUANTITIES</u>																															
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																													
1	48	\$																													
49	72	\$																													
73	96	\$																													
<u>REL_CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG_CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>																										
001																															

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB	<p>FOB POINT: Origin</p> <p><u>NTE FFP OPTION - SIMULATORS W/ MANUALS</u></p> <p>NOUN: SIMULATOR W/MAIN&OPER MANUALS</p> <p>Nomenclature: 1-3 ea, Simulators with Simulator Operator/Maintenance Manuals</p> <p>OPTION EXERCISE PERIOD: 2010 OCTOBER 01 THRU 2011 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>		EA	\$ _____	\$ _____
0012AC	<p><u>FFP OPTION TNG DEVICE SUITE W/ MANUALS</u></p> <p>NOUN: LOT, TRAINING DEVICE SUITE</p> <p>Nomenclature: LOT, Training Device Suite with Operator/Maintenance Manuals</p> <p>OPTION EXERCISE PERIOD: 2010 OCTOBER 01 THRU 2011 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>		LO	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AD	001				
	FOB POINT: Origin				
	<u>FY11 NTE OPTION-FRP LOT IV FIELDING SPARES</u>		EA	\$ _____	\$ _____
	NOUN: FY11 FRP LOT IV - FFP				
	<u>RANGE QUANTITIES</u>				
	<u>FROM</u> <u>TO</u> <u>UNIT PRICE</u>				
	1 48 \$				
49 72 \$					
73 96 \$					
	*SEE SECTION H-3 OPTIONS, Paragraph (b)				
	OPTION EXERCISE PERIOD:				
	2010 OCTOBER 01 THRU 2011 SEPTEMBER 30				
	(End of narrative B001)				
	Nomenclature: NTE OPTION - Fielding				
	Spares/ASL/PLL, FY11 FRP LOT IV				
	IAW Production SOW, Attachment 013, Section 3.12				
	(End of narrative C001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001				
	FOB POINT: Origin				
0012AE	<u>FY11 NTE OPTION-FRP LOT IV FIELDING SPARES</u>		EA	\$ _____	\$ _____
	NOUN: FY11 FRP LOT IV - FFP				
	<u>RANGE QUANTITIES</u>				
	<u>FROM</u> <u>TO</u> <u>UNIT PRICE</u>				
	1 48 \$				
	49 72 \$				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>73 96 \$</p> <p>*SEE SECTION H-3 OPTIONS, Paragraph (b)</p> <p>OPTION EXERCISE PERIOD: 2010 OCTOBER 01 THRU 2011 SEPTEMBER 30</p> <p>(End of narrative B001)</p> <p>Nomenclature: NTE OPTION - Fielding Spares for Training Devices, FY11 FRP LOT IV</p> <p>IAW Production SOW, Attachment 013, Section 3.4</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Origin</p>				
0013	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>The offeror shall provide CDRLs IAW Exhibit A to the RFP.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative E001)</p>			\$ ** NSP **	\$ ** NSP **
0014	<p><u>T&M ENGINEERING SERVICES</u></p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA	<p>NOUN: ENGINEERING SERVICES SECURITY CLASS: Unclassified</p> <p><u>FY06 T&M - ENGINEERING SERVICES</u></p> <p>NOUN: FY06 ENGINEERING SERVICES</p> <p>A Maximum of 30,000 manhours is allocated for SLIN 0014AA. The Offeror shall propose their manhour rate as follows: \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$_____
0014AB	<p><u>FY07 T&M - ENGINEERING SERVICES</u></p> <p>NOUN: FY07 ENGINEERING SERVICES</p> <p>A Maximum of 30,000 manhours is allocated for SLIN 0014AB. The Offeror shall propose their manhour rate as follows: \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$_____
0014AC	<p><u>FY08 T&M - ENGINEERING SERVICES</u></p> <p>NOUN: FY08 ENGINEERING SERVICES</p> <p>A Maximum of 30,000 manhours is allocated for SLIN 0014AC. The Offeror shall propose their manhour rate as follows: \$_____.</p>				\$_____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0939 MOD/AMD	Page 33 of 79
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>follows: \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				
0014AD	<p><u>FY09 T&M - ENGINEERING SERVICES</u></p> <p>NOUN: FY09 ENGINEERING SERVICES</p> <p>A Maximum of 30,000 manhours is allocated for SLIN 0014AD. The Offeror shall propose their manhour rate as follows: \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$_____
0014AE	<p><u>FY10 T&M - ENGINEERING SERVICES</u></p> <p>NOUN: FY10 ENGINEERING SERVICES</p> <p>A Maximum of 30,000 manhours is allocated for SLIN 0014AE. The Offeror shall propose their manhour rate as follows: \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AF	<u>FY11 T&M - ENGINEERING SERVICES</u> NOUN: FY11 ENGINEERING SERVICES A Maximum of 30,000 manhours is allocated for SLIN 0014AF. The Offeror shall propose their manhour rate as follows: \$_____. <div style="text-align: center;">(End of narrative B001)</div> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$_____
0015	<u>NTE - INTERIM CONTRACTOR SUPPORT (ICS)</u> NOUN: NTE- ICS SECURITY CLASS: Unclassified				
0015AA	<u>FY07 CPIF NTE - ICS</u> NOUN: FY07 - ICS <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$_____
0015AB	<u>FY08 CPIF NTE - ICS</u> NOUN: FY08 - ICS <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AC	<div>FY09 CPIF NTE - ICS</div> <div>NOUN: FY09 - ICS</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div>				\$
0015AD	<div>FY10 CPIF NTE - ICS</div> <div>NOUN: FY10 - ICS</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div>				\$
0015AE	<div>FY11 CPIF NTE - ICS</div> <div>NOUN: FY11 - ICS</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div>				\$
0016	<div>DEPOT FACILITIZATION (PLACEHOLDER)</div> <div>NOUN: DEPOT FACILITIZATION</div> <div>SECURITY CLASS: Unclassified</div>				\$

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

D-2. CLINS 0003, 0004, 0005, 0006, 0008, 0010, 0012, 0014, 0015 - The supplies to be furnished shall be packaged IAW the Statement of Work, the performance specification. If not otherwise specified in the SOW or Performance specification, IAW best commerical practices to assure safe delivery.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246- 8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT	MAY/2001
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

* Insert ISO 9000 in the blank in the above referenced clause.

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989)--ALTERNATE I	APR/1984
F-3	52.242-15	STOP-WORK ORDER	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	JUN/1988
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-61	F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	52.211- 8	TIME OF DELIVERY	JUN/1997

(a) The Government's REQUIRED delivery schedule is set forth under each contract line item in the schedule.

(b) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified under each contract line item. The Government reserves the right to award under either the REQUIRED delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than called for under each contract line item. If the offeror proposes no other delivery schedule, the REQUIRED delivery schedule stated under each contract line item shall apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER</u> <u>DATE OF CONTRACT</u>
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(c) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.)

(End of clause)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 52.216-4000	AUTHORIZED ORDERING AGENCIES - BASIC ORDERING AGREEMENTS (USAAMCOM)	OCT/1997
(a) The following Government Agency(ies) is/are authorized to issue orders under the authority of this BOA:		
U.S. Army Aviation and Missile Command Redstone Arsenal, AL 35898-5000		
(b) Payments will be made by the office specified in Block 15, DD Form 1155, of the Order placed against this Basic Ordering Agreement.		
(c) The U.S. Army Aviation and Missile Command may modify this BOA with a unilateral modification deleting or authorizing additional ordering agencies.		
(End of clause)		

G-2 52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.		
(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:		
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-AC-LS Redstone Arsenal, AL 35898-5000		
(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:		
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-SA Redstone Arsenal, AL 35898-5000		
(End of clause)		

G-3 52.245-4006	DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM)	OCT/1992
(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).		
(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.		
(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:		
(1) Mailing address (including 9 digit zip code):		
<div></div> <div></div> <div></div>		
(2) Freight address:		
<div></div> <div></div>		

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(3) Contractor and Government Entity (CAGE) Code
where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	NOV/2003

- (a) Format: Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared in accordance with the format and requirements specified in the following paragraphs:
- (1) Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
- (2) Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
- (3) Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."
- (4) The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I).
- (5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (AMSAM-RD Form 527) or Type II RFD (AMSRD-AMR Form 530).
- (6) Each ECP, RFD or RFW submitted shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal submitted.
- (7) Classification of RFDs/RFWs.
- (a) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
- (b) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.
- (c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.
- (8) Proposals shall include sufficient technical data to describe all changes from existing contract requirements.
- (9) Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.
- (10) Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.
- (11) Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the

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Contractor and the Government.

(12) The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

(13) Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount. Proposals that involve aggregate increases or decreases in cost plus applicable profits in excess of \$550,000 will require the submission to the Contracting Officer of an executed Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2.

(14) The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

(15) The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

(b) Submittal: The Contractor shall submit two (2) copies of each proposal to the responsible ACO. One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the Administrative Contracting Officer (ACO), stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the Contracting Officer for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

(c) Distribution:

(1) Electronic Distribution

The preferred method of distribution is via submission through the Internet E-mail System to the Government Contracting Officer. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the Government Contracting Officer. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the Contracting Officer, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the AMSAM forms sent to their facility.

(2) Hard Copy Distribution

For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the Contracting Officer. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VECP that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECP to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

(d) Government Acceptance: Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract. The Government will notify the Contractor in

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writing if a proposal is determined to be unacceptable.

(End of clause)

H-2 GOVERNMENT FURNISHED PROPERTY

The Government may furnish the contractor for use in its performance of this contract such additional Government-owned property, facilities, material as the PCO deems necessary, subject to provisions of the clauses of this contract, referenced at FAR 52.245-5, Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts, and FAR 52-245-2, Government Property (Fixed Price Contracts).

H-3 OPTIONS

a. Award of this contract does not obligate the Government to exercise any contractual option. Prior to exercising any option, the Government will make a determination that (a) funds are available and (b) the option is the most advantageous method of fulfilling the Governments requirement, price and other factors considered.

b. Range option CLINS 0004, 0005, 0006, 0008, 0010, 0012, may be exercised in any quantity, any number of times, as long as the quantity does not exceed the maximum range quantity for each respective option CLIN.

The price for the initial option exercise and all other option exercises within three (3) months shall be based on the cummulative quantity of such option exercises. Prices for option exercises more than 3 months after the initial option exercises shall be on a standalone basis, and not cumulatively prices.

CLIN	ITEM	OPTION EXERCISE PERIOD	DELIVERY/COMPLETION
CLIN 0004			
CLIN 0004AA	LRIP - LOT I	1 Oct 05-30 Sep 06	*See Paragraph c below
CLIN 0004AB	Simulators/Manuals	1 Oct 05-30 Sep 06	12 mo after option award
CLIN 0004AC	Tng Device Suites/Manuals	1 Oct 05-30 Sep 06	16 mo after option award
CLIN 0004AD	FY06-LRIP-LOT I- Fielding Spares/ASL/PLL	1 Oct 05-30 Sep 06	12 mo after option award
CLIN 0004AE	FY06-LRIP-LOT I- Fielding Spares for Simulator/Tng Device Suite	1 Oct 05-30 Sep 06	12 mo after option award
CLIN 0005			
CLIN 0005AA	LRIP - LOT II	1 Oct 06-30 Sep 07	* See Paragraph c below
CLIN 0005AB	Simulators/Manuals	1 Oct 06-30 Sep 07	16 mo after option award
CLIN 0005AC	Tng Device Suites/Manuals	1 Oct 06-30 Sep 07	12 mo after option award
CLIN 0005AD	FY07-LRIP-LOT II- Fielding Spares/ASL/PLL	1 Oct 06-30 Sep 07	12 mo after option award
CLIN 0005AE	FY07-LRIP-LOT II- Fielding Spares for Simulator/Tng Device Suite	1 Oct 06-30 Sep 07	12 mo after option award
CLIN 0006			
CLIN 0006AA	PROD - LOT I	1 Oct 07-30 Sep 08	* See Paragraph c below
CLIN 0006AB	Simulator/Manuals	1 Oct 07-30 Sep 08	12 mo after option award
CLIN 0006AC	Tng Device Suites/Manuals	1 Oct 07-30 Sep 08	12 mo after option award
CLIN 0006AD	FY08-FRP LOT I- Fielding Spares/ASL/PLL	1 Oct 07-30 Sep 08	12 mo after option award
CLIN 0006AE	FY08-FRP LOT I- Fielding Spares for Simulator/Tng Device Suite	1 Oct 07-30 Sep 08	12 mo after option award
CLIN 0008			
CLIN 0008AA	PROD - LOT II	1 Oct 08-30 Sep 09	* See Paragraph c below
CLIN 0008AB	Simulator/Manuals	1 Oct 08-30 Sep 09	12 mo after option award
CLIN 0008AC	Tng Device Suites/Manuals	1 Oct 08-30 Sep 09	12 mo after option award
CLIN 0008AD	FY09-FRP LOT II- Fielding Spares/ASL/PLL	1 Oct 08-30 Sep 09	12 mo after option award
CLIN 0008AE	FY09-FRP LOT II- Fielding Spares for Simulator/Tng Device Suite	1 Oct 08-30-Sep 09	12 mo after option award

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CLIN 0010			
CLIN 0010AA	PROD - LOT III	1 Oct 09-30 Sep 10	* See Paragraph c below
CLIN 0010AB	Simulator/Manuals	1 Oct 09-30 Sep 10	12 mo after option award
CLIN 0010AC	Tng Device Suites/Manuals	1 Oct 09-30 Sep 10	12 mo after option award
CLIN 0010AD	FY10-FRP LOT III- Fielding Spares/ASL/PLL	1 Oct 09-30 Sep 10	12 mo after option award
CLIN 0010AE	FY10-FRP LOT III- Fielding Spares for Simulator/Tng Device Suite	1 Oct 09-30 Sep 10	12 mo after option award
CLIN 0012			
CLIN 0012AA	PROD - LOT IV	1 Oct 10-30 Sep 11	* See Paragraph c below
CLIN 0012AB	Simulator/Manuals	1 Oct 10-30 Sep 11	12 mo after option award
CLIN 0012AC	Tng Device Suites/Manuals	1 Oct 10-30 Sep 11	12 mo after option award
CLIN 0012AD	FY11-FRP LOT IV- Fielding Spares/ASL/PLL	1 Oct 10-30 Sep 11	12 mo after option award
CLIN 0012AE	FY11-FRP LOT IV- Fielding Spares for Simulator/Tng Devive Suite	1 Oct 10-30 Sep 11	12 mo after option award

*c. In the event options should overlap, the contractor will not be required to deliver, per month, more than two (2) aircraft during LRIP LOT 1, four (4) aircraft during LRIP LOT 2, five (5) aircraft for Production LOT 3 and eight (8) aircraft for Production Lots 4, 5, and 6.

LRIP Lot 1 - Starting 12 months after option award, one (1) per month for the first two (2) months, two (2) per month thereafter.

LRIP Lot 2 - Starting 12 months after option award, two (2) per month for the first three (3) months, four (4) per month thereafter.

Production Lot 3 - Starting 12 months after option award, five (5) per month.

Production Lot 4 - Starting 12 months after option award, four (4) per month for the first ten (10) months, five (5) per month thereafter.

Production Lot 5 - Starting 12 months after option award, eight (8) per month for the first ten (10) months, five (5) per month thereafter.

Production Lot 6 - Starting 12 months after optiton award, eight (8) per month except for months eleven (11) and twelve (12) at five (5) per month.

H-4 CLIN 0001 - INCREMENTAL FUNDING PROFILE

Subject to availability of funds and except as otherwise provide herein, the Government plans to allot funds to the contract in accordance with the schedule set forth below:

		PLANNED	PLANNED	FUNDS PERIOD
CLIN		OBL DATE	OBL AMT	PERFORMANCE
0001	SDD			
0001AA	FY05 Increment	6 June 05	\$17,000,000	thru 31 Dec 05
0001AB	FY06 Increment	30 Nov 05		thru 31 Dec 06
0001AC	FY07 Increment	30 Nov 06		thru 31 Dec 07
0001AD	FY08 Increment	30 Nov 07		thru 31 Dec 08

H-5 TECHNICAL LIAISON AND SURVEILLANCE

The contractors performance of the technical aspects of this contract shall be under the cognizance of the ARH Product Manager. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be provided by ARH Project Office, SFAE-AV-ARH, or its authorized representative. Communication of technical matters pertaining to this contract shall be directly between the contractor and the ARH Project Office, ATTN: SFAE-AV-ARH, Redstone Arsenal, AL 35898, with a copy of such correspondence to the PCO and ACO.

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H-6 INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0001, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD)

a. General. CLIN 0001, SDD, is a cost plus incentive fee (CPIF) line item with cost incentive as described below. Paragraph H-6(b) applies only to the Cost Incentive. The maximum fee amount cannot exceed 15% of the target cost of CLIN 0001.

b. Cost Incentive.

(1) The target fee payable under CLIN 0001 is _____% of the target cost of \$_____, an amount equal to \$ _____.

(2) The maximum fee payable under CLIN 0001 is 15% of the target cost, an amount equal to \$ _____.

(3) The minimum fee payable under CLIN 0001 is 0% of the target cost, an amount equal to \$ _____.

(4) Nothing stated in this provision shall take precedence over the clause at FAR 52.216-10, Incentive Fee, included in this contract.

(5) Target Fee Adjustment. The target fee will be adjusted based on the actual cost incurred under CLIN 0001. Actual cost that meets the target cost will result in the payment of the target fee, an amount equal to \$_____. Fee will be adjusted for actual cost that is less or more than target cost using a share ratio of 70% Government/30% Contractor for actual costs less than target, and a ratio of 70% Government/30% Contractor for actual costs more than target cost.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST - PROTECTION OF PROPRIETARY DATA

It is recognized by the parties hereto that the effort to be performed by the contractor under this contract is of such a nature that it creates potential Organizational Conflicts of Interest such as are contemplated by FAR 9.5. It is the intention of the parties that the contractor will not engage in any activities that could cause a conflict of interest with its position under this contract or which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantages as a result of the knowledge, information, and experience gained during the performance of this contract.

For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries, and affiliates, any joint venture involving the contractor, any entity with which the contractor may hereafter merge or affiliate, or any other successor or assignee of the contractor.

Therefore, the contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of this contract to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary to furnish the Contracting Officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it was intended. The contractor agrees that any data furnished by the Government to the contractor not generally available to other contractors shall be used only for performance under this contract, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data.

The contractor shall incorporate any Organizational Conflict of Interest provision into any subcontract let by the contractor in performance of this contract. Such provision shall include as a minimum the protection of proprietary data such as that required by this contract.

H-8 CONTRACTOR FURNISHED INFORMATION (CFI)

Contractor Furnished Information has been requested in the following requirements paragraphs below. Contractor shall provide the information that is required for each paragraph listed.

PERFORMANCE SPECIFICATION AVNS-PRF-12

3.1.5.2 Area of Protection

Protection shall be provided for CFI% (Contractor Furnished Information) of the projected forward area of the aircraft (excluding the main and tail rotors).

3.3.4.1 Life Limits

All drive subsystem components shall have a minimum CFI hour life, based on fatigue related failures, at any power level and duration allowed by the flight spectrum. The contractor shall define the power and time limits associated with mission spectrum operation at powers above the Gearbox Power Rating up to the maximum input power. There shall be no fatigue or wear related failure to gearbox dynamic components for operation at any power level (and its associated duration) which can be input (on a one-time basis) by the engine(s) or through the rotor system. Fatigue calculations shall be based on 3s working curves.

Gears

At the gearbox rated power, all gears shall have CFI cycles in tooth bending, and CFI hour life in tooth contact, using standard gear

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life calculation methodologies. The influence of gearbox deflections shall be included in the life analysis. Gears shall be insensitive to scoring for all possible combinations of load and temperature.

Bearings

Unless otherwise specified, all rolling element bearings shall have a minimum B10 life of CFI hours based on operation at CFI % of the gearbox power rating.

3.3.4.2.4 Filtration
Filtration size and capacity shall be CFI.

3.3.4.9 Dynamic System Mean-Time-Between-Removal (MTBR)
The inherent values of MTBR and Mean-Time-Between-Removal-Requiring-Depot Return (MTBRRDR) for the major dynamic components and the inherent values of major non-dynamic component MTBR and MTBRRDR shall be as specified in Table A.

Average MTBR/MTBRRDR for Dynamic Components		
Dynamic Component	Average	Average
	MTBR (HOURS)	MTBRRDR (HOURS)
Swashplate	CFI	CFI
Main Gearbox Input Module (per module)	CFI	CFI
Main Gearbox Accessory Module (per module)	CFI	CFI
Main Gearbox	CFI	CFI
Intermediate Gearbox	CFI	CFI
Tail gearbox	CFI	CFI
Drive Shafts	CFI	CFI
Couplings (per coupling)	CFI	CFI
Other	CFI	CFI

H-9 The Contractors technical volume submitted in response to this solicitation will be incorporated and made a part of the resultant contract.

H-10 Work Breakdown Structure (WBS) Dictionary, Attachment 007 is provided as a tool to allow a better understanding of the ARH WBS requirements.

H-11 For all NTE's the contractor shall provide a proposal 6 months prior to the start of the exercise period of the option, if requested by the PCO.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.216- 7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-19	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
I-20	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2001
I-22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-23	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222- 3	CONVICT LABOR	JUN/2003
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-34	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-35	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-36	52.227- 1	AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I	APR/1984
I-37	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227- 3	PATENT INDEMNITY	APR/1984
I-39	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-40	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-41	52.228- 7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-43	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-44	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-45	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-46	52.232- 1	PAYMENTS	APR/1984
I-47	52.232- 2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-48	52.232- 4	PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS	APR/1984
I-49	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-16	PROGRESS PAYMENTS -- (The blank in paragraph (1) is filled in with 30th)	APR/2003
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-20	LIMITATION OF COST	APR/1984
I-54	52.232-22	LIMITATION OF FUNDS	APR/1984

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I-55	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-56	52.232-25	PROMPT PAYMENT	OCT/2003
I-57	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-58	52.233- 1	DISPUTES	JUL/2002
I-59	52.233- 3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I	JUN/1985
I-60	52.242- 1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-61	52.242- 3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
I-64	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II	APR/1984
I-65	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V	APR/1984
I-66	52.243- 7	NOTIFICATION OF CHANGES (the blanks in paragraphs (b) and (d) are completed with thirty (30))	APR/1984
I-67	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-68	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-69	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)--ALTERNATE I	APR/1984
I-70	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-71	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
I-72	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
I-73	52.248- 1	VALUE ENGINEERING	FEB/2000
I-74	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-75	52.249- 6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-76	52.249- 9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-77	52.249-14	EXCUSABLE DELAYS	APR/1984
I-78	52.251- 1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-79	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-81	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-82	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-83	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-84	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-85	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-86	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-87	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-88	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-89	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-90	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-91	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-92	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-93	252.225-7013	DUTY-FREE ENTRY	JAN/2004
I-94	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I	APR/2003
I-95	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	APR/2003
I-96	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-97	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-98	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-101	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-102	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-103	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-104	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-105	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-106	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-107	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999

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I-108	252.228-7001	GROUND AND FLIGHT RISK	SEP/1996
I-109	252.228-7002	AIRCRAFT FLIGHT RISK	SEP/1996
I-110	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-111	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-112	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-113	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-114	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-115	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-116	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-117	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-118	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-119	252.246-7001	WARRANTY OF DATA	DEC/1991
I-120	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-121	52.216-10	INCENTIVE FEE	MAR/1997
* Insert <u>30</u> in the first blank; <u>30</u> in the second blank; <u>15</u> in the third blank and <u>0</u> in the fourth blank of paragraph (e)(1) within the above referenced clause.			
I-122	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999
* Insert <u>30 DAYS PRIOR TO THE END OF THE CONTRACTUAL PERIOD OF PERFORMANCE</u> in the blank within the above referenced clause.			
I-123	52.244-2	SUBCONTRACTS (AUG 1998) - ALTERNATE I	AUG/1998
*Insert NONE in the blank in paragraph (e) and TO BE COMPLETED PRIOR TO AWARD in the blank in paragraph (k) within the above referenced provision.			
I-124	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
(a) Definitions. As used in this clause -			
"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.			
"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard; and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.			
"Concatenated unique item identifier" means --			
(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or			
(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.			
"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.			
"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uiid .			
"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition --			
(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.			
(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.			

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"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by registration (or controlling) authority.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier" or "unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number" or "serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serilization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

-1-

-2-

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(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number N/A or Contract Data Requirements List Item Number N/A.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall --

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid/> and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description. *

(2) Unique identifier, ** consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

(4) Issuing agency code (if DoD unique item identifier is used). **

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(5) Enterprise identifier (if DoD unique item identifier is used). **

(6) Original part number. **

(7) Serial number. **

(8) Quantity shipped. *

(9) Unit of measure. *

(10) Government's unit acquisition cost. *

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number. *

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

(4) Issuing agency code (if DoD unique item identifier is used). **

(5) Enterprise identifier (if DoD unique item identifier is used). **

(6) Original part number. **

(7) Serial number. **

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

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(End of clause)

I-125 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA - MODIFICATIONS

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-126 52.223- 3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997
(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal

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Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (End of clause)

I-12752.244- 6SUBCONTRACTS FOR COMMERCIAL ITEMSJUL/2004

(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to

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incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, not applicable to the Department of Defense.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-128 52.245- 2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEV 99-00012) MAY/2004

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may

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direct regarding the removal, shipment, or disposal of the property covered by such notice.

- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-
- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
 - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) Title in Government property.
- (1) The Government shall retain title to all Government-furnished property.
 - (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
 - (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
 - (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-
 - (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
 - (ii) Title to all other material shall pass to and vest in the Government upon-
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
 - (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
 - (e) Property administration.
 - (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
 - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
 - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
 - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
 - (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
 - (g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

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(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --
 - (i) Contractor with an approved scrap procedure. --

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.
- (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).
- (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

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(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

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(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

- (1) The Government will not abandon sensitive Government property without the Contractor's written consent.
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-129 52.245- 5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- JAN/1986
 HOUR CONTRACTS) (MAY 2004) (DEV 99-00008)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

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(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1)above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

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(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided in subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the

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benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --

- (i) Contractor with an approved scrap procedure. --

- (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

- (B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
 - (2) Is a classified item;
 - (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.

- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.

- (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).

- (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

- (3) Inventory disposal schedules. --

- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

- (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

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(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to

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disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(1) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-130 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR Clauses:
www.arnet.gov/far
- DFARS Clauses:
www.acq.osd.mil/dp/dars/dfars.html
- Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-131 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I-132 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the

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contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

(END OF CLAUSE)

I-133 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military of Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

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Name of Offeror or Contractor: _____

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item
Number, Subline Item Number,
Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-134 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002
(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are --

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(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

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(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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Total

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-135 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties -

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for -

(i) Noncommercial items; or

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(ii) Commercial items that --

(A) The Contractor is reselling or disbributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	SDD DOCUMENT SUMMARY LIST (DSL)/CONTRACT DATA REQUIREMENTS LIST (CDRLS)		232	ELECTRONIC IMAGE
Exhibit B	PRODUCTION DSL/CDRLS		003	ELECTRONIC IMAGE
Exhibit C	ICS DSL/CDRLS		016	ELECTRONIC IMAGE
Exhibit D	ENGINEERING SERVICES CDRLS		003	ELECTRONIC IMAGE
Attachment 001	STATEMENT OF WORK - SYSTEM DESIGN & DEVELOPMENT (SDD) ARMED RECONNAISSANCE HELICOPTER PROGRAM		112	ELECTRONIC IMAGE
Attachment 002	ACRONYMS FOR STATEMENT OF WORK			ELECTRONIC IMAGE
Attachment 003	PERFORMANCE SPECIFICATION WITH ACRNS		084	ELECTRONIC IMAGE
Attachment 004	AIRWORTHINESS QULIFICATION PLAN		067	ELECTRONIC IMAGE
Attachment 005	OPERATION MODE SUMMARY/MISSION PROFILE			
Attachment 006	TRAINING DEVICE TECHNICAL REQUIREMENTS DOC, VERSION 1.0, DOCUMENT ID: AR5TK4001		012	ELECTRONIC IMAGE
Attachment 007	WORK BREAKDOWN STRUCTURE (WBS) DICTIONARY		035	ELECTRONIC IMAGE
Attachment 008	DD254		005	ELECTRONIC IMAGE
Attachment 009	SECURITY CLASSIFICATION GUIDE			
Attachment 010	INTEGRATED PRODUCT TEAM (IPT) PROCESS		009	ELECTRONIC IMAGE
Attachment 011	TRAINING DEVICE TECHNICAL REQUIREMENTS DOC, VERSION 1.1, DOCUMENT ID: AR5TK4000		051	ELECTRONIC IMAGE
Attachment 012	MASTER SCHEDULE			
Attachment 013	PRODUCTION SOW		003	ELECTRONIC IMAGE
Attachment 014	INTERIM CONTRACT SUPPORT (ICS) SOW		004	ELECTRONIC IMAGE
Attachment 015	ENGINEERING SERVICES SOW		002	ELECTRONIC IMAGE

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.

(2) The small business size standard is 1500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is; () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

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Name of Offeror or Contractor:

China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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K-10 52.203- 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985
(a) The offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____; (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END OF PROVISION)

K-11 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False,

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Name of Offeror or Contractor:

Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-12 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
--	--

_____	_____
_____	_____
_____	_____

(END OF PROVISION)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations

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Name of Offeror or Contractor:

of the Secretary of Labor.

(END OF PROVISION)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA; 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-16 52.227- 6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.

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(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

K-17 52.230- 1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000
Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:_____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed:_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

K-18 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003
(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (if known)

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